

# EXHIBIT X

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x	
MARCIA BREVOT,	:
	:
Plaintiff,	:
	:
-against-	:
	:
NEW YORK CITY DEPARTMENT OF EDUCATION,	:
JOEL I. KLEIN, Chancellor, New York City Department	:
of Education, MICHAEL LA FORGIA, Local	:
Instructional Supervisor Region 9 New York City	:
Department of Education, RICHARD J. CONDON,	:
Special Commissioner, New York City Office of the	:
Special Commissioner of Investigation for the New York	:
City School District, and MARIE ZOLFO, Senior	:
Investigator, New York City Office of the Special	:
Commissioner of Investigation for the New York City	:
School District,	:
	:
Defendants.	:
----- x	

04 Civ. 7959 (GEL)(MHD)

ECF Case

PLAINTIFF'S OBJECTIONS AND  
RESPONSES TO DEFENDANTS'  
FIRST COMBINED SET OF  
INTERROGATORIES AND  
REQUESTS FOR  
PRODUCTION OF DOCUMENTS

PLEASE TAKE NOTICE that, pursuant to Rules 26, 33 and 34 of the Federal Rules of Civil Procedure and Rules 26.3 and 33.3 of the Local Civil Rules of the United States District Courts for the Southern and Eastern Districts of New York, plaintiff, by her attorney, the New York Civil Liberties Union Foundation, hereby objects and responds to Defendants' First Combined Set of Interrogatories and Requests for Production of Documents as follows:

General Objections

1. Plaintiff objects to each of defendants' definitions, instructions and discovery requests to the extent they purport to impose obligations beyond those required by the Federal Rules of Civil Procedure and/or the Local Rules of the United

States District Court for the Eastern District of New York and to the extent they seek information beyond that permitted by such rules, including, without limitation, information protected by the attorney-client, physician-patient or other relevant privileges.

2. Plaintiff objects to each of defendants' discovery requests to the extent that they seek information that will become available to plaintiff after defendants have responded fully to plaintiffs' First Set of Interrogatories and First Request for Production of Documents.

3. Plaintiff objects to each of defendants' discovery requests to the extent they seek any other information that is not available to plaintiff.

4. Plaintiff has not completed either her discovery or her preparation for the trial of this matter. These disclosures are made without prejudice to plaintiff's rights, including but not limited to its rights to identify, allege, and/or seek additional or different witnesses, documents, damages or other relevant information, remedy or relief. In particular, and without limitation, plaintiff reserves the right to identify and produce additional documents and other information and to include witnesses not identified in this disclosure in her list of trial witnesses.

Dated: New York, New York  
April 11, 2005

s/  
BETH HAROULES (BH-5797)  
New York Civil Liberties Union  
Foundation  
125 Broad Street, 17th floor  
New York, New York 10004  
(212) 344-3005

Interrogatory No. 1

Identify each and every person who may have knowledge or information concerning any damages that you claim to have sustained as a result of defendants' alleged actions. For each person identified, in response hereto, identify the source of knowledge or information.

Response to Interrogatory No. 1

To date, plaintiff has not completed her computations for damages and cannot do so until this action is resolved. Subject to and without waiving her objections, plaintiff states that plaintiff will be seeking, among other things, compensatory damages for lost wages flowing from the wrongful termination of her contractual consulting relationship with New Visions for Public Schools and may request that plaintiff be awarded reasonable attorneys' fees and costs. Subject to and without waiving her objections, plaintiff states that the following persons may possess such knowledge or information with respect to this issue:

- a. Marcia Brevot
- b. New Visions for Public Schools
- c. New York City Department of Education

Interrogatory No. 2

Identify each and every person who has knowledge and information concerning the allegation that the Stancik Report issued in June 1998 was false and stigmatizing.

Response to Interrogatory No. 2

- a. New York City Department of Education
- b. New York City Office of the Special Commissioner of Investigation for the New York City School District

Interrogatory No. 3

Identify each and every person who has knowledge or information concerning the allegation that plaintiff "reminded Mr. LaForgia that she was on the Department of Education blacklist" as alleged in the complaint.

Response to Interrogatory No. 3

- a. Michael LaForgia, Local Instructional Superintendent
- b. Joan Rubenstein  
400 Central Park West  
New York 10025  
212-865-5771
- c. Roy Moskowitz, Deputy Superintendent Region 9
- d. Peter Heaney, Region 9 Superintendent

Interrogatory No. 4

Identify each and every person at the School District at Hillsborough County, Florida, who has knowledge or information concerning the allegations in the complaint.

Response to Interrogatory No. 4

- a. Linda Kipley  
Hillsborough County School District  
901 East Kennedy Boulevard  
Tampa, Florida 33602  
813-272-4000

Interrogatory No. 5

Identify each and every person who has knowledge or information concerning defendant Zolfo's communication with plaintiff as alleged in paragraph "28" of the complaint.

Response to Interrogatory No. 5

- a. Maria Zolfo
- b. Linda Kipley
- c. Unidentified staff person from the Office of the Special Commissioner of Investigation, accompanying Ms. Zolfo in her meetings with Ms. Brevot and New Visions personnel

Interrogatory No. 6

Identify each and every person who has knowledge or information concerning the meeting held in March 2004 as alleged in paragraph "30" of the complaint.

Response to Interrogatory No. 6

- a. Maria Zolfo
- b. Unidentified staff person from the Office of the Special Commissioner of

- Investigation, accompanying Ms. Zolfo in her meetings with Ms. Brevot and New Visions personnel
- c. Michael LaForgia
  - d. Norman Wechsler  
New Visions for Public Schools  
320 West 13<sup>th</sup> Street  
New York, New York 10014  
212-645-5110 [last known address and telephone number]
  - e. Roy Moskowitz

Interrogatory No. 7

Identify each and every person who has knowledge or information concerning the meeting held on June 7, 2004 as alleged in paragraph "33" of the complaint.

Response to Interrogatory No. 7

- a. Michael LaForgia
- b. Robert Hughes, President  
New Visions for Public Schools  
320 West 13<sup>th</sup> Street  
New York, New York 10014  
212-645-5110
- c. Ron Chalusian, Associate Director  
New Visions for Public Schools  
320 West 13<sup>th</sup> Street  
New York, New York 10014  
212-645-5110
- d. Peter Heaney

Interrogatory No. 8

Identify, in detail, each and every financial expense and /or loss allegedly incurred by you as a result of any acts or omissions of defendants alleged in this action providing (a) a description of its nature, (b) the amount claimed, (c) the date incurred, (d) the amount of similar estimated future expenses and/or losses, if any, and (e) the method or methods by which you arrived at the amount set for in response to subpart "a."

Response to Interrogatory No. 8

See General Objections and response to Interrogatory 1.

Interrogatory No. 9

To the extent that you intend to claim any damages for mental suffering and/or emotional injury, identify, in detail, (a) the monetary amount of damages claimed for mental suffering or emotional injury and (b) the method or methods by which you arrived at the amount set forth in response to subpart "a."

Response to Interrogatory No. 9

See General Objections and response to Interrogatory 1.

Interrogatory No. 10

Identify each and every physician or health care professional, including mental health professional, who has evaluated or treated you for any injuries or damages allegedly caused by acts or omissions of defendants in this action.

Response to Interrogatory No. 10

See General Objections and response to Interrogatory 1.

Interrogatory No. 11

Identify each and every physician or health care professional, including any mental health professional, who has evaluated or treated you since June 1, 1998.

Response to Interrogatory No. 11

See General Objections. Plaintiff further objects to this request on the grounds that it is overbroad and seeks information that is neither relevant nor likely to lead to relevant information.

Interrogatory No. 12

Identify each person you consulted in responding to any of the foregoing interrogatories. For each person so identified, specify the interrogatory concerning which you consulted such person.

Response to Interrogatory No. 12

See General Objections.

Document Request No. 1

Each document relied upon in responding to the foregoing interrogatories.

Response to Document Request No. 1.

See General Objections and Responses to Interrogatories 1-12. Plaintiff further responds that to the extent responsive documents exist, defendants already have this information in their possession. Plaintiff further answers to the extent she has any documents within her custody and control, those documents are produced at Bates stamp 1-19.

Document Request No. 2

Each document concerning the allegation that plaintiff was placed on the Board of Education Inquiry/Ineligible List on July 6, 1998, as alleged in paragraph "18" of the complaint.

Response to Document Request No. 2

See Response to Document Request No. 1. Plaintiff further answers to the extent she has any documents within her custody and control, those documents are produced at Bates stamp 1-2.

Document Request No. 3

Each document between plaintiff and the Department of Education (formerly the Board of Education) including the Office of Appeals and Review, concerning plaintiff's placement on the Inquiry/Ineligible List as alleged in the complaint.

Response to Document Request No. 3

See Response to Document Request No. 1. Plaintiff further answers to the extent she has any documents within her custody and control, those documents are produced at Bates stamp 1-2.



Document Request No. 4

Each document between plaintiff and any union concerning her placement on the Inquiry/Ineligible List as alleged in the complaint.

Response to Document Request No. 4

See General Objections. Subject to and without waiving her objections, plaintiff states that she is not aware that responsive documents exist.

Document Request No. 5

[there is no Document Request No. 5]

Document Request No. 6

Each document submitted by plaintiff or her authorized representative to the Department of Education (formerly the Board of Education) and/or the Office of the Special Commissioner in connection with the investigation described in paragraph "17" of the complaint.

Response to Document Request No. 6

See Response to Document Request No. 1.

Document Request No. 7

Each document submitted by plaintiff or her authorized representative to the Department of Education (formerly the Board of Education) and/or the Office of the Special Commissioner **after** the issuance of the Stancik Report described in paragraph "17" of the complaint.

Response to Document Response No. 7

See Response to Document Request No. 1.

Document Request No. 8

Each document concerning the allegation that plaintiff "reminded Mr. LaForgia that she was on the Department of Education blacklist" as alleged in paragraph "24" of the complaint.

Response to Document Response No. 8

See Response to Document Request No. 1.

Document Request No. 9

Each document concerning plaintiff's employment with New Visions including but not limited to the "first consulting contract" described in paragraph "27" of the complaint.

Response to Document Request No. 9

See Response to Document Request No. 1. Plaintiff further answers to the extent she has any documents within her custody and control, those documents are produced at Bates stamp 3-8.

Document Request No. 10

Each document concerning the allegations set forth in paragraph "27" of the complaint.

Response to Document Request No. 10

See Response to Document Request No. 9.

Document Request No. 11

Each document concerning any communication between plaintiff and defendant Zolfo including but not limited to notes, tape recordings, diary/journal entries, phone messages concerning the subject matter of this action.

Response to Document Request No. 11.

See Response to Document Request No. 1. Plaintiff further answers to the extent she has any documents within her custody and control, those documents are produced at Bates stamp 9-19.

Document Request No. 12

All documents submitted by plaintiff in connection with her application with the

Hillsborough County School District, Florida.

Response to Document Request No. 12

See General Objections. Subject to and without waiving her objections, plaintiff states that she is not aware that responsive documents exist.

Document Request No. 13

Release authorizing defendants to obtain documents connected with your application for employment and all records of employment with the Hillsborough County School District.

Response to Document Request No. 13

See General Objections.

Document Request No. 14

Each document concerning any communication by plaintiff with the Hillsborough County School District from January 2004 to date.

Response to Document Request No. 14

See General Objections. Subject to and without waiving her objections, plaintiff states that she is not aware that responsive documents exist.

Document Request No. 15

Each document concerning plaintiff's meeting with defendant Zolfo in March 2004 as alleged in the complaint.

Response to Document Request No. 15

See Response to Document Request No. 11.

Document Request No. 16

Each document that plaintiff, or her authorized representative, submitted in connection with the investigation that commenced in or about December 2003 by the office of Special Commissioner as alleged in the complaint.

Response to Document Request No. 16

See Response to Document Request No. 1.

Document Request No. 17

Each document concerning the allegations set forth in paragraph "32" of the complaint.

Response to Document Request No. 17

See Response to Document Request No. 1.

Document Request No. 18

Each document, including video and audio tapes, concerning any conversations between plaintiff and defendant LaForgia concerning the allegations in the complaint.

Response to Request No. 18

See Response to Document Request No. 1.

Document Request No. 19

Each document concerning the allegation that Superintendent Heaney "would not risk his career by writing a letter to the Department of Education requesting that Dr. Brevot's name be removed from the blacklist" as alleged in paragraph "33" of the complaint.

Response to Request No. 19

See Response to Document Request No. 1.

Document Request No. 20

A copy of the letter plaintiff received from New Visions on or about June 8, 2004 as alleged in paragraph "34" of the complaint.

Response to Document Request No. 20

See Response to Document Request No. 1. Plaintiff further answers to the extent she has any documents within her custody and control, that document is produced at

Bates stamp 7.

Document Request No. 21

Each document between plaintiff and New Visions concerning the "Zolfo Report" and/or any investigation of plaintiff by the Department of Education and/or the Office of the Special Commissioner.

Response to Document Request No. 21

See General Objections. Plaintiff further answers to the extent she has any documents within her custody and control, that document is produced at Bates stamp 7-8.

Document Request No. 22

Each document that supports plaintiff's claim that the Stancik Report issued in June 1998 is false and stigmatizing.

Response to Request No. 22

See Response to Document Request No. 1.

Document Request No. 23

Each document between the Department of Education/Office of the Special Commissioner and New Visions regarding plaintiff's employment by New Visions to the extent that such documents are in plaintiff's possession.

Response to Request No. 23

See Response to Document Request No. 1.

Document Request No. 24

Each document concerning your actual or deferred compensation from any employment, including but not limited to W-2 statements, benefits statements or 401K or similar plan statements and pension statements since 2001.

Response to Document Request No. 24

See General Objections and response to Interrogatory 1.

Document Request No. 25

Each document concerning the allegations in the complaint or the subject matter of this action, submitted by plaintiff or plaintiff's agents or representatives to personnel at the Department of Education or the Office of the Special Investigator.

Response to Request No. 25

See Response to Document Request No. 1.

Document Request No. 26

Any and all documents concerning or supporting your claims for damages, including but not limited to, any claim for lost wages, benefits or emotional distress.

Response to Document Request No. 26

See General Objections and response to Interrogatory 1.

Document Request No. 27

Releases authorizing defendants to obtain documents connected with your evaluation or treatment by any medical facility, physician or health care professional, including mental health care professional, for any injuries or damages allegedly caused by acts or omissions of defendants, since June 1, 1998.

Response to Document Request No. 27

See General Objections and response to Interrogatory 1.

Document Request No. 28

Produce a copy of all federal, state and local tax returns (including all schedules, forms, statements and exhibits annexed thereto or submitted therewith) filed by you and W-2 forms received by you for the years 1998 through the present.

Response to Document Request No. 28

See General Objections and response to Interrogatory 1.

Document Request No. 29

To the extent not produced in response to any of the foregoing requests, each document including but not limited to notes, diary entries or logs, audio and video recordings, concerning the allegations set forth in the complaint.

Response to Document Request No. 29

See General Objections and response to Interrogatory 1. Plaintiff further answers to the extent she has any documents within her custody and control, that document is produced at Bates stamp 9-19.

Document Request No. 30

To the extent not produced in response to any of the foregoing requests, each document concerning any damages allegedly incurred by plaintiff.

Response to Document Request No. 30

See General Objections and response to Interrogatory 1.



BOARD OF EDUCATION OF THE CITY OF NEW YORK  
RUDOLPH F. CREW Ed. D., Chancellor

OFFICE OF THE CHANCELLOR  
110 LIVINGSTON STREET - BROOKLYN, N.Y. 11201

*Aick Bellman*

July 6, 1998

Ms. Marcia S. Brevot  
125 W. 77th Street, 2  
New York, NY 10024

Dear Ms. Brevot:

Please be advised that as of 7/6/98 you have been placed on the New York City Board of Education's Ineligible/Inquiry List. Should you wish to discuss this matter, please contact the Office of Appeals and Reviews at (718) 935-2991 to schedule an informal conference. A Union representative may accompany you to this meeting.

Sincerely,

*Robert J. Reich*

Robert J. Reich

Director

Office of Appeals and Reviews

RJR:sj



**Dr. Marcia Shelton- Brevot**  
**2210 Mayfield Oaks Place**  
**Sun City Center, Florida 33573**  
**(813) 634-5992**

October 22, 2001

Dr. Harold Levy, Chancellor  
 Board Of Education, City of New York  
 110 Livingston Street  
 Brooklyn, New York 11201

Dear Chancellor Levy:

Last June, the District I Superintendent Selection Committee completed Round 1 of their interviews and selected me to be one of five finalists to go to Round 2. They were then notified that I was not eligible to be interviewed for the position.

Would you be so kind as to send me copies of any materials that have been placed in my file (No. 386510) that deem me ineligible for this position.

Please provide me with the requested materials before November 1, 2001.

Thank you very much for your cooperation.

Yours truly,

Dr. Marcia Shelton-Brevot

7947 8092 0008 0000 3400 6607

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
Article Sent To: BROOKLYN NY 11201	
Postage	\$ 40.54
Certified Fee	\$2.10
Return Receipt Fee (Endorsement Required)	\$1.50
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 43.94</b>

Form (Please Print Clearly) (to be completed by mailer)  
 DR. HAROLD LEVY, CHANCELLOR  
 BOARD OF EDUCATION, CITY OF NEW YORK  
 110 LIVINGSTON ST.  
 City, State, ZIP  
 BROOKLYN New York 11201  
 PS Form 3800, July 1999 See Reverse for Instructions

0 002



96 Morton Street  
New York, NY 10014  
212 645-5110  
Fax 212 645-7409  
<http://www.newvisions.org>

September 23, 2003

Dr. Marcia Shelton  
400 Central Park West  
Apt. 1U  
New York, NY 10025

Board of Directors

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Ralph L. Schlosstein

Katherine J. Trager

Randi Weingarten

Davis Weinstock II

Honorary Board Members

Reuben Mark

J. Richard Munro

Dear Dr. Shelton:

New Visions for Public Schools ("New Visions") wishes to retain you (the "Consultant") and utilize your expert services to provide consulting services in connection with the New Century High School Initiative.

In connection with this engagement you will be asked to provide services and deliverables as more fully described in the attached Statement of Work and Budget (Attachment 1). You will accomplish this in whatever manner is, in your professional judgment, most appropriate.

Your engagement as a consultant will begin effective September 10, 2003 and will end August 30, 2004. New Visions may renew this agreement and both you and New Visions have the right to terminate this agreement at any time and for any reason upon 5 business days' written notice by the terminating party to the other party. You agree that bills for your services under this contract will be submitted not more frequently than semi-monthly and in no instance later than 15 days after the ending date stated above. Under no circumstances will the total payments made under this contract exceed the Not-to-Exceed amount stated in Attachment 1.

You will supply, at no cost to New Visions, any equipment or materials that you use in performing your obligations under this Agreement. You may render your consulting services during any hours and in any manner and sequence that you, in your sole discretion, deem most appropriate to complete the consulting assignment. New Visions will not instruct or interfere with you in the performance of your obligations under this agreement, nor will New Visions or any of its employees supervise you as you perform your daily duties.

Dr. Marcia Shelton  
September 23, 2003

In the performance of your services, you may have access to, receive and be entrusted with confidential information, including but in no way limited to development, marketing, organizational, financial, management, administrative, production, distribution and sales information, data, specifications and processes presently owned, or at any time in the future developed, by New Visions or any of its agents or consultants, or used presently or at any time in the future in the course of its businesses, and/or personal information relating to any officer, director or employee of New Visions that is not otherwise public knowledge or in the public domain (collectively, the "Confidential Material"). All such Confidential Material is considered secret and will be available to you in strict confidence. Except in the performance of your services, you will not, directly or indirectly for any reason whatsoever, disclose or use any such Confidential Material. All records, files, drawings, documents, equipment and other tangible items, wherever located, relating in any way to the Confidential Material or otherwise to New Visions' business, that you prepare, use or encounter, will be and remain New Visions' sole and exclusive property and will be included in the Confidential Material. Upon termination of this Agreement by any means, or whenever requested by New Visions, you will promptly deliver to New Visions, any and all of the Confidential Material not previously delivered to New Visions, that may be or at any previous time has been in your possession or under your control. You agree that this confidentiality provision of this Agreement will survive and continue after the termination of this Agreement for any reason whatsoever.

Consultant acknowledges that New Visions may receive, from the New York City Department of Education ("NYCDOE"), student-related information that contains personally identifiable information about a student and said information is protected under the Family Educational Rights and Privacy Act. Your access to any such information is authorized solely in connection with your services pursuant to this Agreement. You may not transfer, sell, copy or in any way disclose personally identifiable student information. Disclosure to any third party without the written permission of NYCDOE and New Visions shall be deemed a material breach of this Agreement.

If the Consultant shall write, record or otherwise produce copyrightable material within the scope or in furtherance of this Agreement, NVPS shall be considered the author for purposes of copyright, renewal of copyright, and termination of copyright. Notwithstanding the preceding, Consultant hereby assigns to NVPS all of Consultant's right, title and interest in all work (including all data collected), documents, reports, computer software programs, or inventions or any other intellectual property conceived or developed in whole or in part, or in which Consultant may have aided in its development, while engaged as a Consultant with New Visions. You agree to execute any documents necessary to effectuate said transfer. You hereby release and disclaim any ownership interest or right in any copyrightable work or any work product that is a result of your engagement by New Visions.

0 004

Dr. Marcia Shelton  
September 23, 2003

In the performance of services hereunder, Consultant will comply with all applicable federal, state and local laws, policies, rules and regulations governing New Visions including without limitation tax laws, nondiscrimination requirements and prohibitions against harassment.

Because under this agreement you are an independent contractor without employee status, you will not be covered under New Visions' benefit program, nor will New Visions deduct from fees paid to you any federal, state, local, or Social Security taxes, or any other type of obligatory withholdings for employees. However, New Visions will report to the Internal Revenue Service on a Form 1099 as taxable income all such fees paid to you.

Consultant agrees not to assign or transfer any of his/her rights hereunder or delegate any of his/her obligations hereunder without New Vision's prior written consent, which New Visions may grant or deny in its sole discretion. Any attempted assignment, transfer, or delegation without such consent will be void.

NVPS and the Consultant agree that each party shall be solely responsible for each party's own acts and omissions. The Consultant shall indemnify and hold harmless NVPS from and for any and all claims, or other forms of liability in connection with their services under this Agreement arising from Consultants gross negligence, fraudulent, or willful misconduct. NVPS shall defend, indemnify and hold harmless the Consultant from and for any and all claims or other forms of liability related to or arising out of the services performed by Consultant in connection with this Agreement and any amendments thereto, excluding those claims caused by the gross negligence, fraudulent or willful misconduct of the Consultant. The Indemnification clause of this Agreement shall survive any termination of this Agreement. Except in cases where Consultant has engaged in gross negligence, or fraudulent or willful misconduct, reasonable attorney's fees will be paid by NVPS as they are incurred by the Consultant in the event a defense is not provided to Consultant. This indemnification clause of this Agreement shall survive any termination of this Agreement.

Any and all disputes arising out of or relating to the interpretation or application of this Agreement shall be subject to arbitration in New York, New York under the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court of competent jurisdiction. The cost of such arbitration shall be shared equally by the parties.

In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, will be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

Dr. Marcia Shelton  
September 23, 2003

If the terms of this agreement meet with your approval, please sign and date this letter and all copies. Please retain a copy for your records and return the original to me.

Very truly yours,



Stacy J. Martin  
Chief Financial Officer

Agreed to:



Marcia Shelton, PhD  
Social Security Number: 151-30-8850

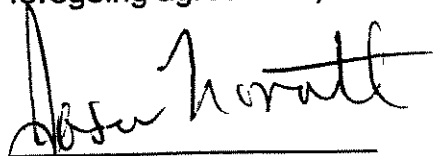
Date: 9/30/03

STATE OF NEW YORK )

ss:

COUNTY OF NEW YORK )

On 9/30/03 before me personally Marcia Shelton, PhD to me known and known to me to be this individual described in, and who executed, the foregoing agreement, and duly acknowledged to me that s/he executed the same.

  
Notary Public

JASON NOVATT  
Notary Public, State Of New York  
No. 01NO6043465  
Qualified In Kings County  
Commission Expires 06/19/2008



390 West 13th Street  
New York, NY 10014  
212 645-5110  
Fax 212 645-7409  
<http://www.newvisions.org>

June 9, 2004

Dr. Marcia Shelton  
400 Central Park West  
Apt. 1U  
New York, NY 10025

Board of Directors

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Joshua N. Solomon  
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Randi Weingarten  
Davis Weinstock II

Honorary Board Members

Reuben Mark  
J. Richard Munro

Dear Dr. Shelton:

This letter is a follow-up to your conversation with Michael La Forgia and serves as written notice that New Visions for Public Schools ("New Visions") is terminating the Consultant Agreement dated September 23, 2003. Effective June 14, 2004, this Agreement will be considered null and void.

New Visions will honor any approved invoices submitted for services provided to Region 9 under the terms of the Agreement up to and including June 14, 2004. No payments will be made for services after that date.

As you consented to in the signed Agreement, the confidentiality and indemnification clauses in the Agreement will survive and continue after termination.

Very truly yours,

A handwritten signature in black ink that reads "Stacy J. Martin". The signature is written in a cursive, flowing style.

Stacy J. Martin  
Chief Financial Officer

Cc: Michael La Forgia  
John Strand



**Dr. Marcia Shelton-Brevot**  
**400 Central Park West Apartment 1U New York, New York 10025**

New Visions for Public Schools  
320 West 13<sup>th</sup> Street  
New York, New York 10014  
Attn: Stacy J. Martin, Chief Financial Officer

June 24, 2004

Dear Stacy J. Martin:

I received your letter dated June 9, 2004, stating the New Visions for Public School is terminating my contract, originally to end August 31, 2004. In your letter you state, "This letter is a follow-up to your conversation with Michael LaForgia."

Michael LaForgia opened the meeting with a discussion of the role/roles I would play in the second year of my New Visions contract. He, then, made reference to a letter from a "Commissioner" that said the Department of Education had been looking into whether or not I was "allowed" to work for New Visions because I was on the Board of Education's Ineligibility list. Their conclusion was that the Department of Education was not clear about their policy regarding subcontractors. I was not shown this letter. Michael said that this letter did not direct the Region 9 Office or New Visions to terminate my contract but that they decided to do so because they "were nervous and worried about their careers." Therefore, I was being terminated.

The placement of my name on the Board of Education's Ineligibility list is based on unfounded allegations, not any charges and not the result of any appropriate hearing.

I have enjoyed working with New Visions and feel I have a great deal to contribute to the development and support of the public schools in New York City.



Direct Dial  
212-510-1409

**MARIE E. ZOLFO**  
ASSISTANT TEAM LEADER  
e-mail: [mzolfo@nycsci.org](mailto:mzolfo@nycsci.org)

Special Commissioner of Investigation  
for the New York City School District  
80 Maiden Lane, 20th Floor  
New York, New York 10038

Phone: 212-510-1400  
Fax: 212-510-1550

**Natter's**

**2003-04**

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# **NEW YORK CITY EDUCATION BLUEBOOK**

N.Y.C. School Planning and Appointment calendar *plus*  
N.Y.C. Education Directory *plus* Educational Suppliers Directory

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<b>1</b> ASP. OFF. M.L. Rules, DV <b>LABOR DAY</b> Legal Holiday - Federal/State	<b>2</b> FIRST DAY FOR ENTIRE FACULTY PROFESSIONAL DAY GENERAL STAFF ORIENTATION	<b>3</b> CHANCELLORS CONFERENCE DAY FOR STAFF DEVELOPMENT	<b>4</b> CHANCELLORS CONFERENCE DAY FOR STAFF DEVELOPMENT	<b>5</b> CHANCELLORS CONFERENCE DAY FOR STAFF DEVELOPMENT	<b>6</b>	<b>7</b>
<b>8</b> FIRST DAY FOR ALL STUDENTS 1st WEEK 1828	<b>9</b> 1818	<b>10</b> 1808	<b>11</b> 1798	<b>12</b> 1788	<b>13</b>	<b>14</b>

EARLY DISMISSAL FOR  
 KIDNAPERS

EARLY DISMISSAL FOR  
 NDFG/ARTN

Meet in final 3  
 1st week

13	Sept 17-22	CONSTITUTION WEEK	Sept 15-20	Sept 15-20	Sept 15-20
14	Sept 17-22	CONSTITUTION WEEK	Sept 15-20	Sept 15-20	Sept 15-20
15	Sept 17-22	CONSTITUTION WEEK	Sept 15-20	Sept 15-20	Sept 15-20
16	Sept 17-22	CONSTITUTION WEEK	Sept 15-20	Sept 15-20	Sept 15-20
17	Sept 17-22	CONSTITUTION WEEK	Sept 15-20	Sept 15-20	Sept 15-20
18	Sept 17-22	CONSTITUTION WEEK	Sept 15-20	Sept 15-20	Sept 15-20
19	Sept 17-22	CONSTITUTION WEEK	Sept 15-20	Sept 15-20	Sept 15-20
20	Sept 17-22	CONSTITUTION WEEK	Sept 15-20	Sept 15-20	Sept 15-20

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ALL NON-SCHOOL DAYS ARE SHADED

★ NATIONAL HISPANIC HERITAGE MONTH (Sept - Oct)  
 Plant: Scaevola Flower: Aster

**Birthstone:** Sapphire      **Flower:** Astler

**SEPTEMBER 2003**

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1  
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# OCTOBER 2003

Birthstone: Opal or Tourmaline Flower: Calendula  
 POLISH AMERICAN HERITAGE MONTH  
 ITALIAN AMERICAN HERITAGE MONTH

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 10:30 AM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	2 11:00 AM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	3 12:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	4 1:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	5 2:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	6 3:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	7 4:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House
8 5:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	9 6:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	10 7:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	11 8:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	12 9:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	13 10:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	14 11:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House
15 12:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	16 1:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	17 2:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	18 3:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	19 4:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	20 5:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	21 6:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House
22 7:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	23 8:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	24 9:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	25 10:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	26 11:00 PM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	27 12:00 AM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	28 1:00 AM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House
29 2:00 AM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	30 3:00 AM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House	31 4:00 AM Greek Orthodox Mass of St. Demetrios Attending Month Begins Zambrana - 18:00 Get Out of the House				

SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

# NOVEMBER 2003

Birthstone: Topaz Flower: Chrysanthemum  
 National American Indian Heritage Month

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
S	M	T	W	T	F	S
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29	30	31				

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10	13	14	15
17	20	21	22
18	23	24	25
19	26	27	28
20	29	30	31







SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
ASP: OFF 21st WEEK	ASP: OFF 910 21st WEEK 920	36	37	38	39	40
Spring Term Begins for High School Students NYC ELA TEST Grade 4 February 26	Grounding Day Presentation of Our Lord Greek Orthodox	41	42	43	44	45
Grounding Day Presentation of Our Lord Greek Orthodox	46	47	48	49	50	51
40	41	42	43	44	45	46
47	48	49	50	51	52	53
54	55	56	57	58	59	60
61	62	63	64	65	66	67
68	69	70	71	72	73	74
75	76	77	78	79	80	81
82	83	84	85	86	87	88
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96	97	98	99	100	101	102
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124	125	126	127	128	129	130
131	132	133	134	135	136	137
138	139	140	141	142	143	144
145	146	147	148	149	150	151
152	153	154	155	156	157	158
159	160	161	162	163	164	165
166	167	168	169	170	171	172
173	174	175	176	177	178	179
180	181	182	183	184	185	186
187	188	189	190	191	192	193
194	195	196	197	198	199	200
201	202	203	204	205	206	207
208	209	210	211	212	213	214
215	216	217	218	219	220	221
222	223	224	225	226	227	228
229	230	231	232	233	234	235
236	237	238	239	240	241	242
243	244	245	246	247	248	249
250	251	252	253	254	255	256
257	258	259	260	261	262	263
264	265	266	267	268	269	270
271	272	273	274	275	276	277
278	279	280	281	282	283	284
285	286	287	288	289	290	291
292	293	294	295	296	297	298
299	300	301	302	303	304	305
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313	314	315	316	317	318	319
320	321	322	323	324	325	326
327	328	329	330	331	332	333
334	335	336	337	338	339	340
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362	363	364	365	366	367	368
369	370	371	372	373	374	375
376	377	378	379	380	381	382
383	384	385	386	387	388	389
390	391	392	393	394	395	396
397	398	399	400	401	402	403
404	405	406	407	408	409	410
411	412	413	414	415	416	417
418	419	420	421	422	423	424
425	426	427	428	429	430	431
432	433	434	435	436	437	438
439	440	441	442	443	444	445
446	447	448	449	450	451	452
453	454	455	456	457	458	459
460	461	462	463	464	465	466
467	468	469	470	471	472	473
474	475	476	477	478	479	480
481	482	483	484	485	486	487
488	489	490	491	492	493	494
495	496	497	498	499	500	501
502	503	504	505	506	507	508
509	510	511	512	513	514	515
516	517	518	519	520	521	522
523	524	525	526	527	528	529
530	531	532	533	534	535	536
537	538	539	540	541	542	543
544	545	546	547	548	549	550
551	552	553	554	555	556	557
558	559	560	561	562	563	564
565	566	567	568	569	570	571
572	573	574	575	576	577	578
579	580	581	582	583	584	585
586	587	588	589	590	591	592
593	594	595	596	597	598	599
600	601	602	603	604	605	606
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614	615	616	617	618	619	620
621	622	623	624	625	626	627
628	629	630	631	632	633	634
635	636	637	638	639	640	641
642	643	644	645	646	647	648
649	650	651	652	653	654	655
656	657	658	659	660	661	662
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670	671	672	673	674	675	676
677	678	679	680	681	682	683
684	685	686	687	688	689	690
691	692	693	694	695	696	697
698	699	700	701	702	703	704
705	706	707	708	709	710	711
712	713	714	715	716	717	718
719	720	721	722	723	724	725
726	727	728	729	730	731	732
733	734	735	736	737	738	739
740	741	742	743	744	745	746
747	748	749	750	751	752	753
754	755	756	757	758	759	760
761	762	763	764	765	766	767
768	769	770	771	772	773	774
775	776	777	778	779	780	781
782	783	784	785	786	787	788
789	790	791	792	793	794	795
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803	804	805	806	807	808	809
810	811	812	813	814	815	816
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824	825	826	827	828	829	830
831	832	833	834	835	836	837
838	839	840	841	842	843	844
845	846	847	848	849	850	851
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859	860	861	862	863	864	865
866	867	868	869	870	871	872
873	874	875	876	877	878	879
880	881	882	883	884	885	886
887	888	889	890	891	892	893
894	895	896	897	898	899	900
901	902	903	904	905	906	907
908	909	910	911	912	913	914
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936	937	938	939	940	941	942
943	944	945	946	947	948	949
950	951	952	953	954	955	956
957	958	959	960	961	962	963
964	965	966	967	968	969	970
971	972	973	974	975	976	977
978	979	980	981	982	983	984
985	986	987	988	989	990	991
992	993	994	995	996	997	998
999	1000	1001	1002	1003	1004	1005
1006	1007	1008	1009	1010	1011	1012
1013	1014	1015	1016	1017	1018	1019
1020	1021	1022	1023	1024	1025	1026
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1069	1070	1071	1072	1073	1074	1075
1076	1077	1078	1079	1080	1081	1082
1083	1084	1085	1086	1087	1088	1089
1090	1091	1092	1093	1094	1095	1096
1097	1098	1099	1100	1101	1102	1103
1104	1105	1106	1107	1108	1109	1110
1111	1112	1113	1114	1115	1116	1117
1118	1119	1120	1121	1122	1123	1124
1125	1126	1127	1128	1129	1130	1131
1132	1133	1134	1135	1136	1137	1138
1139	1140	1141	1142	1143	1144	1145
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1160	1161	1162	1163	1164	1165	1166
1167	1168	1169	1170	1171	1172	1173
1174	1175	1176	1177	1178	1179	1180
1181	1182	1183	1184	1185	1186	1187
1188	1189	1190	1191	1192	1193	1194
1195	1196	1197	1198	1199	1200	1201
1202	1203	1204	1205	1206	1207	1208
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1279	1280	1281	1282	1283	1284	1285
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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY																																			
MAY 2004																																									
Birthstone: Emerald Flower: Lily of the Valley Asian/Pacific American Heritage Month Older Americans Month National Physical Fitness and Sports Month																																									
<table><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr></table>							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
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